

REMARKS

With this Amendment, claims 1, 2, 4, 7, 8, 10, 19-21, 23, and 24 are cancelled. Therefore, claims 3, 5, 6, 9, 11-18, 22, and 25-27 are all the claims currently pending in this Application. Claims 13-17 and 25-27 are withdrawn. Therefore, claims 3, 5, 6, 9, 11, 12, 18, and 22 are all the claims currently under consideration.

Claim Amendments and Cancellations

With this Amendment, claims 1, 2, 4, 7, 8, 10, 19-21, 23, and 24 are cancelled without prejudice.

Claims 3 and 9 are rewritten into independent form including the limitations of claims 1 and 7, respectively. Claims 5, 6, and 18 are amended to depend from claim 3. Claims 11, 12, and 22 are amended to depend from claim 9.

Entry of these amendments is respectfully requested.

35 U.S.C. § 103(a)

Claims 1-12 and 18-24 are rejected under 35 U.S.C. § 103(a) as allegedly unpatentable over Robertson (U.S. Patent 6,594,799). Claims 1, 2, 4, 7, 8, 10, 19-21, 23, and 24 are cancelled. Applicants respectfully traverse this rejection with respect to claims 3, 5, 6, 9, 11, 12, 18, and 22.

Regarding claims 3 and 9, the Examiner asserts that in Robertson ‘the portal site act as an intermediary between the various participants in the transactions. Thus, the transaction described above [referring to “any financial transactions between a parts vendor and a designer”] are, in fact transactions between the participants in the transaction, (e.g. vendors, buyers, users, etc).”

However, Applicants note that claims 3 and 9 do not merely recite a financial transaction between a designer and a vendor, but specifically, a transfer of an employment fee *from* a vendor

to a designer. There is not teaching or suggestion in Robertson of a vendor transferring any fee to any other party, and no teaching or suggestion of any reason why the vendor would transfer any fee to any other party.

Thus, Applicants submit that claims 3 and 9 are patentable over Robertson and that claims 5, 6, 11, 12, 18, and 22 are patentable at least by virtue of their dependencies.

Further, regarding claims 5, 6, 11, 12, 18, and 22, One of skill in the art at the time of the present invention would not have considered price simulation or noise simulation as obvious options for “simulation software” based on the teachings of Robertson. Further, as previously noted, connecting a user with a site or resource which can provide computing power for running a simulation program does not teach or suggest actual means for running a specific price simulation or noise simulation. Robertson teaches no need for any noise information or noise simulation.

Therefore, in view of at least the above, Applicants submit that claims 3, 5, 6, 9, 11, 12, 18, and 22 are patentable over Robertson and respectfully request that the rejection of these claims be reconsidered and withdrawn.

Conclusion

In view of the above, reconsideration and allowance of this application are now believed to be in order, and such actions are hereby solicited. If any points remain in issue which the Examiner feels may be best resolved through a personal or telephone interview, the Examiner is kindly requested to contact the undersigned attorney at the telephone number listed below.

AMENDMENT UNDER 37 C.F.R. § 1.116

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Application No.: 09/828,889

The USPTO is directed and authorized to charge all required fees, except for the Issue Fee and the Publication Fee, to Deposit Account No. 19-4880. Please also credit any overpayments to said Deposit Account.

Respectfully submitted,



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